APPENDIX A

IN THE SUPREME COURT OF PUERTO RICO

JRT-65-7 Review

EL MUNDO, INC., *Petitioner*

v.

PUERTO RICO LABOR RELATIONS BOARD, *Respondent*

Division composed of Mr. Justice Belaval as Chief Judge of Division, and Associate Justices Messrs. Santana Becerra, Blanco Lugo, and Ramírez Bages.

Judgment

San Juan, Puerto Rico, November 26, 1965.

El Mundo, Inc., has asked us to review a Decision of the Labor Relations Board (D-391) ordering it: (a) to cease and desist from in any manner violating the provisions of a collective agreement entered into with the Puerto Rico Newspaper Guild, Local 225; and (2) to take an affirmative action (a) agreeing to arbitrate the controversy that arose on account of the dismissal of employee Julio César López, pursuant to Article VII of the collective agreement, and (b) to fix in conspicuous places in its premises the notice determined with respect thereto by the Board, which was attached to its Decision.

El Mundo, Inc., challenges said Order (1) because the Labor Relations Board lacks jurisdiction to act in the matter inasmuch as El Mundo is an industry engaged in interstate commerce; (2) because the administrative remedies established in the collective agreement were not exhausted before filing an unfair labor practice charge; and (3) because the conclusion that El Mundo had violated Section 8(1)(f) of the Puerto Rico Labor Relations Act constituted an error.

Petitioner is not correct as to any of the three issues. The charge and the complaint imputed the violation of a

collective agreement as an unfair practice under our Labor Relations Act. We have held that the violation of a collective agreement is not sanctioned as an unfair practice in the Federal Labor Management Relations legislation. The fact that the Federal legislation admits an action for damages for such violation—Section 301, Taft-Hartley Act—and that such action for damages should be handled by the courts, whether Federal or State, does not prevent our Labor Relations Board, as an administrative agency, from taking cognizance under our Act of such violation as an unfair practice. This question has been clearly decided by this Court. *Puerto Rico Telephone Co.* v. *Board,* P.R.R. , decided April 13, 1965; *Puerto Rico Telephone Co.* v. *Labor Relations Board,* 86 P.R.R. ; *Labor Relations Board* v. *I.L.A.,* 73 P.R.R. 568.

The evidence supports the finding of the Official Examiner, adopted by the Board, to the effect that petitioner refused to submit to arbitration the controversy which was already before the Grievance Committee created by the collective agreement. The evidence shows that the Committee did not fail to reach an agreement as to the controversy in itself only, but also as to submission and as to the manner of considering it. The issue concerns a dismissal. The employee and the Union took the necessary steps pursuant to the Agreement to take the matter up to the Grievance Committee. This Committee had to make a decision within 72 hours and, on the contrary, it kept the matter before it, unable to reach an agreement as to anything and without getting to the merits of the matter, from February 20, until March 18, 1964. An arbitrator should have been designated then by mutual agreement, but petitioner objected thereto on the ground that the matter had not yet been considered on its merits by the Grievance Committee (Minutes of March 10, 1964). It can not claim now that the conventional means were not exhausted.

By virtue of the foregoing, the exceptions of El Mundo, Inc., to the aforesaid Decision and Order (D-391) of the

Puerto Rico Labor Relations Board of June 9, 1965, can not stand, and, consequently, the petition is hereby denied.

It was so ordered and decreed by the Court as witnesses the signature of the Chief Justice.

(s) LUIS NEGRÓN FERNÁNDEZ
Chief Justice

I attest:

(s) JOAQUÍN BERRIOS
Acting Secretary

APPENDIX B

COMMONWEALTH OF PUERTO RICO
PUERTO RICO LABOR RELATIONS BOARD

San Juan, Puerto Rico

Case No. CA-2994 D-391

In the Case of

EL MUNDO, INC.
and
PUERTO RICO NEWSPAPER GUILD, LOCAL 225, AFFILIATED TO THE AMERICAN NEWSPAPER GUILD, AFL-CIO

LUIS RIVERA PÉREZ, ESQ.
For the Board

FEDERICO CORDERO, ESQ.
For the Union

JUAN R. TORRUELLA, ESQ.
For the Employer

Before: Miguel A. Velázquez Rivera, Esq.
Official Examiner

Decision and Order

On April 21, 1965, the Official Examiner, Miguel A. Velázquez Rivera, Esq., concluded that the respondent, El Mundo, Inc., had engaged in an unfair labor practice as defined in Article 8(1)(f) of the Puerto Rico Labor Relations Act and, therefore, he advised the Board to issue the corresponding order to correct the unfair labor practice.

The respondent employer filed exceptions to the Report of the Official Examiner.

The Board has considered the decisions of the Official Examiner during the course of the hearing and, finding that no prejudicial error was committed, it hereby affirms them.

The Board has considered the Report of the Official Examiner, which is made a part hereof, the exceptions filed

by the respondent employer, as well as the entire record of the case and it hereby adopts the findings of fact and conclusions of law as well as the recommendations of the Official Examiner with the amendments hereinafter set forth.

The Secretary of the Board shall substitute the Notice to All Our Employees that forms part of the Report of the Official Examiner for the "Notice" that is made a part hereof.

ORDER

On the basis of the foregoing, respondent El Mundo, Inc., is hereby ordered:

1. To cease and desist from:

(a) In any manner whatsoever violating the provisions of the collective agreement it entered into or which it shall hereinafter enter into with the Puerto Rico Newspaper Guild, Local 225, Affiliated to the American Newspaper Guild, AFL-CIO.

2. To take the following affirmative action:

(a) To agree to arbitrate the issue that arose on account of the dismissal of employee Julio César López in the light of the collective agreement in force between the parties, specifically Article VII; and should the arbitrator conclude that when the aforesaid employee was dismissed the respondent did not comply with the contractual provisions, he may order the appropriate remedy.

(b) To fix in prominent places in his business the Notice to All Our Employees that is made a part hereof.

(c) To inform the Chairman of the Board within ten (10) days after receiving this Decision and Order

the steps it has taken to comply herewith. San Juan, Puerto Rico, June 9, 1965.

(s) ANTONIO J. COLORADO
Chairman

(s) LIBERTO RAMOS
Associate Member

NOTICE TO ALL OUR EMPLOYEES

In compliance with a decision and order of the Puerto Rico Labor Relations Board, and in order to effectuate the the public policy of the Puerto Rico Labor Relations Act,

ALL OUR EMPLOYEES ARE HEREBY ADVISED THAT:

WE shall in no way violate the provisions of the collective agreement we entered into or which we shall hereinafter enter into with the Puerto Rico Newspaper Guild, Local 225, Affiliated to the American Newspaper Guild, AFL-CIO.

WE shall agree to arbitrate the controversy that arose on account of the dismissal of employee Julio César López in the light of the collective agreement in force between the parties, Article VII in particular; and should the arbitrator conclude that in dismissing the aforesaid employee respondent did not comply with the contractual provisions, he may order the adequate remedy.

EMPLOYER:

EL MUNDO, INC.

By .....
Representative *Title*

Date:

This NOTICE shall remain fixed in places visible to the employees for a period of not less than sixty (60) consecutive days and it shall not be altered, modified, or covered in any manner whatsoever.

COMMONWEALTH OF PUERTO RICO
PUERTO RICO LABOR RELATIONS BOARD

San Juan, Puerto Rico

Case No. CA-2994

In the Case of

EL MUNDO, INC.
and
PUERTO RICO NEWSPAPER GUILD, LOCAL 225, AFFILIATED TO THE AMERICAN NEWSPAPER GUILD, AFL-CIO

LUIS RIVERA PÉREZ, ESQ.
For the Board

FEDERICO CORDERO, ESQ.
For the Union

JUAN R. TORRUELLA, ESQ.
For the Employer

Before: Miguel A. Velázquez Rivera, Esq.
Official Examiner

Report of the Official Examiner

The parties hereto, represented by their respective counsel, appeared at the hearing of the above-entitled case. Complainant Julio César López, as well as Luis Montañez, Jr., Ramón Rodríguez, and Frank Romero gave oral testimony. Both parties introduced abundant documentary evidence to the consideration of the undersigned.

At the commencement of the hearing the employer's legal representative raised certain issues of law in support of his motion to dismiss the complaint. In the first place, he alleged that the Puerto Rico Labor Relations Board lacked jurisdiction to act upon the issue on the ground that respondent was an employer engaged in interstate commerce. He contended that, consequently, it was the National Labor Relations Board which had legal au-

thority to take cognizance of any grievances arising between the respondent enterprise and the representative of its employees. The undersigned dismissed the issue. The juridical doctrine in force in our country accepts the authority and jurisdiction of the Puerto Rico Labor Relations Board to issue remedial decisions in cases of collective agreement violations notwithstanding that the employers in question are engaged in interstate commerce. *Puerto Rico Telephone Co.* v. *Board,* decided April 13, 1965.

Mr. Torruella claimed, in addition, that the allegations of the complaint charged an unfair labor practice in that the employer refused to bargain collectively with its employees' representative. Therefore, the Puerto Rico Labor Relations Board is barred from acting and issuing any order in conflict with the hierarchical authority of the National Board in this aspect. The official Examiner concludes that the issue raised lacks merit. As hereinafter noted, it is not a case of correcting an unfair labor practice consisting in the refusal to bargain with the representative of its employees, but, rather, of a violation of the provisions of a collective agreement entered into by the parties.

Finally, the employer alleged that the complainant Union had not exhausted the administrative remedies prescribed by the collective agreement before resorting to the Board to defend its rights. The facts hereinafter set forth show that said allegation finds no support in the evidence.

Based on the entire record of the case and on his personal observation of the witnesses, the Official Examiner makes the following

Findings of Fact

I.—*The Respondent*

El Mundo, Inc., is a corporation which utilizes the services of employees in the editing, printing, publication and distribution of the newspaper El Mundo throughout the

country. In these activities it utilizes the services of employees.

II.—*The Labor Organization*

The Puerto Rico Newspaper Guild, Local 225, Affiliated to the American Newspaper Guild, AFL-CIO, is an organization admitting in its membership employees of the respondent corporation and its purposes are to deal with employers concerning grievances and other conditions of employment.

III.—*The Facts*

Sometime on September 26, 1962, respondent El Mundo, Inc., and the Puerto Rico Newspaper Guild, Local 225, Affiliated to the American Newspaper Guild, AFL-CIO, entered into a collective labor agreement to regulate employer-employee relations in the enterprise during a two-year period of time.

The creation of a procedure to handle and settle any grievances arising during the effectiveness of the agreement was an express condition thereof.

Thus, Articles VI and VII of the agreement provide as follows:

"VI. *Grievance Procedure*

"A. Any complaint, grievance, or claim, except wage claims under existing laws, which may arise between the Guild, the Publisher, or between any employee or employees, must be handled pursuant to the following procedure:

"*First:* The employee directly or through the Guild, within 5 days after the action causing the complaint was taken—if it arises as a result of a disciplinary action—and within 30 days if it arises due to any other reason, shall submit same to the supervisor or department head, who must settle same within the 48

hours following the time it was submitted, excluding Saturdays.

"*Second:* The Guild shall be notified of the action taken by the Management in the 1st. step. If the solution is not satisfactory, the employee or the Guild or both, within the five days following the decision in the first step, may submit it in writing to the General Manager or his representative, who must settle it within 72 hours after it was submitted to him.

"*Third:* If it is not settled in the second step, the employee and or the representative of the Guild, or both within 72 hours after the decision made in the second step, shall take the case before the Grievance Committee composed of two representatives designated by the Guild and two representatives designated by the General Manager, or his representative, who if not able to reach an agreement within 72 hours after the case was submitted to them, shall designate an arbitrator by mutual agreement, and if no agreement is reached, they shall request the appointment of an arbitrator from the American Arbitrator Association, the parties thus being subject to its rules and regulations. The expenses incurred shall be paid by the Guild and the Publisher in equal shares. From this step on, the Guild and the Publisher may be represented by legal counsel.

"*Fourth:* The third member or arbitrator shall set the date, place and time to hear the case submitted to him, who will limit his award to this Agreement and to the submission of the case, and whose decision shall be final and binding on all the parties involved, provided it conforms to the law, to decisions of the competent Courts and its proceedings (according to law).

"B. Any case initiated by the Publisher under this Article VI may begin with the Third step mentioned

above and then follow, as far as possible, the procedure herein established.

"C. The period of time established in this Article may be extended only by mutual agreement of the parties. In like manner, a court reporter may be used by mutual agreement.

"VII. *Section 1:* There shall be no dismissals solely as a result of putting this contract into effect.

"*Section 2:* Any employee dismissed for any reason other than gross misconduct, gross insubordination or gross neglect of duty shall receive advance written notice as follows:

"(1) Up to six months employment—one week

"(2) Six months to three years—two weeks

"(3) Three years to five years—three weeks

"(4) Over five years—four weeks

"The period of employment shall be computed on the basis of continuous service.

"*Section 3:* If a dismissal is protested it shall be handled in conformity with the grievance procedure in Article VI.

"*Section 4:* Dismissals to reduce the force for purposes of economy will be made in order of seniority and type of work. The employees dismissed to reduce the force under this section will be placed in preferential hiring list for one year, and shall be rehired in the inverse order of their dismissal when a vacancy in the type of work occurs. Such dismissed employees will be notified when there is such a vacancy at their last known mailing address and will be given one week (7 days) provided notification is made by telegram or telephone or messenger and two weeks if notified via regular mail.

"*Section 5:* A—Any employee dismissed for any reason other than gross misconduct or gross neglect of duty or gross insubordination, shall be entitled to the following:

"(a) after six months and up to one year continuous service—one week of pay.

"(b) between 12 months and 18 months of continuous service—two (2) weeks of pay.

"(c) between 18 months and 30 months of continuous service—three (3) weeks of pay.

"(d) between 30 and 36 months of continuous service—four (4) weeks of pay.

"(e) between 36 and 48 months of continuous service—five (5) weeks of pay.

"(f) after 4 years of continuous service—six (6) weeks of pay.

"B. Payment of dismissal compensation under this Article is without prejudice to any pay to which a dismissed employee may be entitled under the provisions of Puerto Rico Labor Laws.

"C. A dismissed employee will be entitled to accumulated vacations."

Complainant Julio César López began to work in newspaper El Mundo in the year 1955. The work initially assigned to him consisted in re-writing the information received in the newspaper offices either by telephone or in drafts originally written by the editors. He worked continuously in the enterprise until February 1964, at which time he held the position of copy reader.

On February 4, 1964, complainant reported to work and discharged his regular duties until approximately 9 p.m., at which time he was asked to appear before

the head of the industrial relations department. There, he was given a letter informing him that the employer had reached the conclusion that it was absolutely impossible to continue utilizing his services. As grounds for the dismissal the letter stated that for some time complainant had become a political-party pressure agent in the enterprise and that he had expressed himself against the impartiality of the newspaper.[1]

On February 6, 1964, complainant Julio César López addressed a written communication to his immediate supervisors protesting against his dismissal. The President of the Union delivered the letter to the executives of the enterprise. On February 10, 1964, the Director of the

---

[1] The letter reads as follows:

"We have evaluated the history of your behaviour In the Editing Department and we have reached the conclusion that it is absolutely impossible to continue utilizing your services.

"For some time you have become a political-party pressure and instigation agent among your editing fellow workers, especially those of the Executive Desk to which you are assigned.

"In addition, you have in many occasions made remarks and statements in your department that are prejudicial to the independence and impartiality of this newspaper. You have also made accusations of a political nature tending to weaken our newspaper standards.

"You have, furthermore, assumed an attitude of indifference towards your work, all of which, as a whole, renders you unfit to continue being assigned to the Editing Department, let alone in the quasi-executive position you have been discharging.

"Your services in this newspaper are terminated, effective immediately. We attach hereto a check in the amount of $128.18 to cover 56 hours of accumulated leave to date.

"Very truly yours,

"(s) Pablo Vargas Badillo
Director"

newspaper El Mundo answered the letter sent by the complainant informing him that the enterprises reaffirmed the action previously taken. The Union was not satisfied with the solution of the matter and by means of a letter dated February 14, 1964, it addressed the General Manager of the Company and asked for the immediate reinstatement of the complainant employee and for compliance with the provisions of the agreement. Three days later the General Manager of the corporation answered the Union's request refusing reinstatement. On February 20, 1964, the Union asked the Grievance Committee established by the collective agreement to take jurisdiction of the dispute and to make a determination with regard to the justification of the dismissal of complainant Julio César López.

The meetings of the Grievance Committee began March 2, 1964, and extended over the first two weeks of that month inasmuch as, whenever they met, the parties were unable to reach an agreement, not even concerning the rules of procedure to regulate the discussion of the issue. On March 18, 1964, it became evident that no agreement was possible. The representatives of the Union asked for submission of the issue to arbitration. The representatives of the employer alleged that the controversy should not be submitted to arbitration for the reason that the Grievance Committee had not yet heard it on its merits. Hence, the Union proceeded to file a charge with the Board. Consequently, a complaint was issued charging that the respondent corporation had violated the provisions of the collective labor agreement in force.

IV. *The Alleged Unfair Labor Practice*

Shortly after examining the merits of the issue, we find that the express terms of the agreement afford the key to settle the problem according to law. Notice, in the first place, that the collective labor agreement is a precision model with regard to the steps that must be followed to settle any grievance. We might say that the procedure

established by the agreement was designed precisely to cover situations such as the one involved here. Let us see:

The first contractual requisite, insofar as the operation of the grievance procedure is concerned, consists in the concerned employee's submitting a complaint to his immediate supervisor. The evidence leaves no room to doubt that this requirement was complied with when complainant Julio César López sent the letter of February 6, 1964, protesting against his dismissal. The letter of February 10, 1964, addressed by the Directors of the newspaper to the complaintant and to the Union was nothing but compliance on the part of the employer with the second step of the procedure. The preliminary procedure was completed February 14, 1964, when the President of the Union submitted the complaint to the General Manager of the enterprise and three days later the latter reaffirmed the employer's position.

At this stage of the proceedings, the only thing left to do was for one of the parties to submit the controversy to the Grievance Committee composed of two representatives of the employer and two of the labor organization. It is clear that this procedural requirement was complied with on February 20, 1964, when the Union submitted the question to the appropriate body created by the agreement.

Let us examine forthwith whether or not an agreement was reached by the Grievance Committee within 72 hours after the controversy had been submitted to it. A reading of the contractual provisions shall convince any unprejudiced person that the agreement requires nothing else. The contract does not stipulate that the lack of agreement must be based on questions of procedure or of a substantive nature. Nor does it require that the lack of agreement be the result of unilateral action. The letter of the agreement is altogether clear. The only requirement is that 72 hours must elapse from the time the question is submitted to the Grievance Committee and no agreement is reached, to ini-

tiate the next step. There is no other alternative. At this point the controversy must be submitted to an arbitrator.

We therefore conclude that the employer's position alleging that, because no agreement had been reached concerning the rules of procedure, the designation of an arbitrator did not lie, was untenable. To admit as valid the employer's position in this aspect would be tantamount to giving employers the right to veto whenever submission to arbitration is justified. Any dispute regarding questions of procedure would be enough to obviate the arbitrator's intervention. We can not construe the collective agreement in such a way as to produce those results. We conclude, hence, that when the respondent enterprise refused to submit the controversy to an arbitrator, it violated the provisions of the collective labor agreement entered into with the Union.

On the basis of the foregoing findings of facts, the undersigned reaches the following conclusions of law:

I.—*The Respondent*

El Mundo, Inc., is an employer as defined in the Puerto Rico Labor Relations Act.

II.—*The Labor Organization*

The Union, Puerto Rico Newspaper Guild, Local 225, Affiliated to the American Newspaper Guild, AFL-CIO, is a labor organization as defined in the Puerto Rico Labor Relations Act.

III.—*The Unfair Labor Practice*

Having concluded that the respondent employer violated the provisions of the collective agreement entered into with the Union, we conclude that it engaged in an unfair labor practice and, consequently, that it violated Article 8(1)(f) of the Act.

IV.—*The Remedy*

Even as we recommend a way to correct the unfair practice in which the employer engaged, we deem it necessary to clarify that we shall advise the Board to issue an order directing the employer to agree to submit to an arbitrator the controversy that arose on account of the dismissal of employee Julio César López. It is necessary, however, in view of the provisions of Section 5 of Article VII of the agreement, that the order to be issued by the Board shall specifically set forth, not only that the agreement requires the parties to agree to submit to the arbitrator the question of whether or not the dismissal of Julio César López was justified, but also that the arbitrator shall determine whether the grounds for the dismissal constituted gross misconduct, gross neglect, or gross insubordination.

RECOMMENDATIONS

On the basis of the preceding findings of fact and conclusions of law the undersigned Official Examiner advises the Board to order employer El Mundo, Inc., to cease and desist from violating the collective agreement it entered into or which it shall enter into with the Puerto Rico Newspaper Guild, Local 225, Affiliated to the American Newspaper Guild, AFL-CIO, to affix the corresponding Notices in the usual places, and to take the affirmative action contained herein.

San Juan, Puerto Rico, April 21, 1965.

(s) MIGUEL A. VELÁZQUEZ RIVERA
Official Examiner

APPENDIX C

Statutes Involved

Labor Management Relations Act of 1947, Section 301 (a) (61 Stat. 156, 29 U.S.C. § 185(a)):

> "(a) Suits for violation of contracts between an employer and a labor organization representing employees in an industry affecting commerce as defined in this chapter, or between any such labor organizations, may be brought in any district court of the United States having jurisdiction of the parties, without respect to the amount in the controversy or without regard to the citizenship of the parties."

Section 2(7), (61 Stat. 137(7), 29 U.S.C. 152(7)):

> "The term 'affecting commerce' means in commerce or burdening or obstructing commerce or the free flow of commerce, or having led or tending to lead to a labor dispute burdening or obstructing commerce or the free flow of commerce."

Section 2(9), (61 Stat. 137(9), 29 U.S.C. 152(9)):

> "The term 'labor dispute' includes any controversy concerning terms, tenure or conditions of employment, or concerning the association or representation of persons in negotiating, fixing, maintaining, changing, or seeking to arrange terms or conditions of employment, regardless of whether the disputants stand in the proximate relation of employer and employee."

The Puerto Rico Labor Relations Act, 29 L.P.R.A. 61-76:

> "§ 61. Short Title
>
> This subchapter shall be known and may be cited and referred to as the "Puerto Rico Labor Relations Act."—May 8, 1945, No. 130, p. 406, § 18, eff. May 8, 1945.
>
> § 62. Declaration of public policy
>
> The public policy of the Government of Puerto Rico as to employment relations and collective bargaining is declared to be as follows:

(1) It is a fundamental necessity of the people of Puerto Rico to develop its production to the maximum in order to establish the highest possible living standards for the ever growing population; it is the obligation of the Government of Puerto Rico to adopt such measures as may be conducive to the maximum development of this production and remove the threat that a day might come when, with the continuous increase in the population and the impossibility of maintaining an equivalent increase in production, the people must confront, a hopeless catastrophe; and it is the aim of the Government to develop and maintain such production through the comprehension and education of all the elements composing the people as regards the fundamental necessity of raising production to the limit and of distributing this production as equitably as may be possible; and it is likewise the purpose of the Government to develop in practice the principle of collective bargaining, in such a manner that the basic problem of the necessity for maximum production can be solved.

(2) Industrial peace, adequate and regular salaries for the employees, and uninterrupted production of goods and services by means of collective bargaining, are essential factors for the economic development of Puerto Rico. The achievement of these objectives depends to a large extent upon fair, friendly and mutually satisfactory relations between employers and employees, and upon the availability of adequate means for the peaceful solution of employer-employee controversies.

(3) By means of collective bargaining, term and conditions of employment are to be established. For the purposes of such bargaining employers and employees shall have the right of forming organizations of their own choosing.

(4) It is the policy of the Government to eliminate the causes of certain labor disputes, by developing the practices and proceedings of collective bargaining and by establishing an adequate, efficient, and impartial tribunal which will carry out this policy.

(5) All existing collective bargaining contracts, as well as those hereafter executed, are hereby declared

to be instruments for the promotion of the public policy of the Government of Puerto Rico in its efforts to develop production to the maximum; and it is declared that as such they are vested with a public interest. The exercise of the rights and the performance of the obligations by the parties to such collective bargaining contracts are therefore subject to such reasonable regulations as may be necessary to effectuate the public policies of this subchapter. May 8, 1945, No. 130, p. 406, § 1; Mar. 7, 1946, No. 6, p. 18, § 1, eff. Mar. 7, 1946.

§ 63. Definitions

When used in this subchapter:

(1) The term "person" includes one or more individuals, partnerships, associations, corporations, legal representatives, trustees, trustees in bankruptcy or judicial administrator.

(2) The term "employer" shall include executives, supervisors and any person who carries on activities of an executive nature directly or indirectly in the interest of an employer, but shall not include, (except for corporate instrumentalities or the Government of Puerto Rico as hereinafter defined) the Government or any political subdivision of the same; Provided, That it shall also include any individual, association or organization intervening in behalf of the employer in any labor dispute or collective bargaining.

(3) The term "employee" shall include any employee and shall not be limited to employees of a particular employer, unless the Act expressly provides to the contrary; and shall include any individual whose work has ceased as a consequence of or in connection with any labor dispute, or because of any unfair labor practice, but shall not include any person employed in the domestic service in the home of any family or person, or any person employed by his parents or spouse. The term shall not include executives or supervisors.

(4) The term "representative" shall be limited to labor organizations, as hereinafter defined, not estab-

lished, maintained or aided by any unfair labor practice prohibited by this subchapter.

(5) The term "unfair labor practice" means any unfair labor practice as defined in section 69 of this title.

(6) The term "labor dispute" includes any controversy concerning terms, tenure, or conditions of employment, or concerning the organization or representation of employees, or concerning the negotiation, fixing, maintenance or change of or efforts to agree upon terms and conditions of employment, whether or not the disputants stand in the proximate relation of employer and employee.

(7) The term "all-union agreement" shall mean an agreement between an employer and the representative of his employees in a collective bargaining unit whereby it is required as a condition of employment, that all the employees in such unit be members of a single labor organization.

(8) The term "maintenance of membership agreement" shall mean the agreement between an employer and the representatives of his employees in a collective bargaining unit whereby it is required as a condition of employment of all the employees who are members of the union at the time of the execution of the agreement or at the other times thereafter, and under such other conditions as may be specified in the agreement, that they maintain themselves in good standing as members of the union during the life of the contract.

(9) The term "Board" refers to the Puerto Rico Labor Relations Board created by section 64 of this title.

(10) The term "labor organization" means any kind of organization, or any agency or committee representing employees or any group of employees acting in concert, or any plan in which employees participate, which exists for the purpose in whole or in part of dealing with an employer concerning grievances, disputes, wages, rates of pay, hours of work and/or conditions of labor.

(11) The term "corporate instrumentalities" refers to the following corporations which have properties belonging to or are controlled by the Government of Puerto Rico: The Land Authority, the Agricultural Company, the Development Bank, the Water Resources Authority, the Puerto Rico Development Company (Industrial Development Company), the Transportation Authority, the Communications Authority, and the subsidiaries of such corporations, and shall also include such similar enterprises and their subsidiaries as may be established in the future, as well as such other government agencies as are engaged or may hereafter engage in lucrative businesses or activities for pecuniary profit.

(12) If the technical office, or any other employees of the Puerto Rico Aqueduct and Sewer Authority should at the request of the Board of Directors of said Puerto Rico Aqueduct and Sewer Authority and with the approval of the Personnel Director, be included in the Competitive Service, said Puerto Rico Aqueduct and Sewer Authority shall, with regard to the remaining employees and workmen thereof, and for the purposes of paragraphs 2 and 11 of this section, be considered a corporate instrumentality of the Government of Puerto Rico, and the employees and workmen not included in the Competitive Service shall be entitled to the benefits of this subchapter.—May 8, 1945, No. 130, p. 406, § 2; Mar. 7, 1946, No. 6, p. 18, § 1; July 16, 1947, No. 31, p. 126, § 1; May 3, 1949, No. 163, p. 430, eff. May 3, 1949.

§ 64. Labor Relations Board; Chairman and Members; Rights and duties

(a) There is hereby created in the Department of Labor of Puerto Rico Labor Relations Board composed of a chairman and two associate members, appointed by the Governor by and with the advice and consent of the Senate of Puerto Rico for a term of four (4) years. The Governor may remove any member of the Board, upon notice and hearing, for negligence or malfeasance in the performance of his duties.

(b) The Chairman of the Board shall receive the salary annually fixed in the General Appropriations

Act, and the associate members shall receive a per diem of twenty (20) dollars for every day or part thereof that they devote to the work of the Board, up to a miximum of two thousand (2,000) dollars a year each.

(c) The Chairman shall be the executive officer of the Board and shall devote all of his time to the duties of his office as chairman, and during his uncumbency he shall not engage in any private business, or in the practice of any profesison or trade. The Chairman shall appoint the necessary personnel for the performance of the functions and duties established by this subchapter.

(d) A vacancy in the Board shall not impair the right of the remaining members to exercise all the powers of the Board. After all the members of the Board are appointed, two (2) members thereof shall constitute a quorum. Business of a purely administrative nature shall be attended to by the Chairman.

(e) The central office of the Board shall be in the city of San Juan, but the Board may exercise any or all of its powers in any place in Puerto Rico. A member of the Board taking part in any conference, investigation, hearing or election shall not be prevented from subsequently taking part in a decision of the Board in the same matter or in any other matter in which the parties or one of them may be affected.

(f) The Board shall have authority to make, amend, and repeal such rules and regulations as may be necessary to carry out the provisions of this subchapter. Such rules and regulations shall have the force of law upon their due promulgation.

(g) The necessary appropriations to cover salaries, per diems, traveling expenses and other disbursements of the Board and its personnel shall be included in the General Budget of Expenses of the Government of Puerto Rico.

(h) The Board shall annually render to the Governor and to the Legislature of Puerto Rico a report of its activities during the preceding year, including data

and statistics and such recommendations as it may deem advisable.—May 8, 1945, No. 130, p. 406, § 3; Mar. 7, 1946, No. 6, p. 18, § 1; May 14, 1947, No. 458, p. 994, § 1; Apr. 18, 1950, No. 49, p. 128, § 1, eff. April 18, 1950.

§ 65. Right of employees to organize and bargain

Employees have, among others the right of self-organization; to form, join or assist labor organizations; to bargain collectively through representatives of their own choosing; and to engage in concerted activities for the purpose of bargaining collectively or for other mutual aid and protection.—May 8, 1945, No. 130, p. 406, § 4, Mar. 7, 1946, No. 6, p. 18, § 1, eff. Mar. 7, 1946.

§ 66. Representatives and elections

(1) Representatives designated or elected for the purpose of collective bargaining by a majority of the employees in a unit appropriate for such purpose shall be the exclusive representative of all the employees in such collective bargaining unit; Provided, That any individual employee shall have the right at any time to present individual grievances to his employer.

(2) In order to insure to the employees the full enjoyment of the rights of self-organization and collective bargaining, and otherwise to carry out the purpose of this subchapter, the Board shall decide in each case the appropriate unit for the purposes of collective bargaining.

(3) Whenever a question concerning representation of employees arises, the Board may investigate and resolve the question. The Board may investigate and resolve such question by appropriate public hearing on due notice, or by secret election, or by both, or by any other appropriate method. Provided, That whenever one of the unions or labor groups in controversy concerning representation of employees does not agree with the decision of the Board, in the absence of an election, and its claim is supported by twenty per cent of the employees in the unit for collective bargaining, the Board shall immediately decree an election among the employees in order to decide the question. In every

such election, the ballot shall be so prepared as to permit a vote against representation by anyone named on the ballot. The Board's findings, election procedure, resolution of the question concerning representation, unit determination, and certification of the results of any election so held, shall be final, and shall be subject to judicial review only in the manner hereinafter provided by subsection (4) of this section.

(4) Whenever an order of the Board made pursuant to section 70 of this title is based in whole or in part upon facts certified following an investigation or public hearing pursuant to subsection (3) of this section, and there is a petition for the enforcement and for the review of such order, the certification and the record of the investigation or hearing conducted pursuant to subsection (3) of this section, shall be included in the transcript of the entire record required to be filed under section 70 of this title, and thereupon the decree of the court enforcing, modifying, or setting aside in whole or in part the order of the Board shall be made and entered upon the pleadings, testimony, and proceedings set forth in such transcript.—May 8, 1945, No. 130, p. 406, § 5, Mar. 7, 1946, No. 6, p. 18, § 1, eff. Mar. 7, 1946.

§ 67. Labor organization information and contracts filed with Board

(a) All labor organizations and employers' association shall file with the Board a statement containing the official name and post office address of the organization. The Board may, in the exercise of its discretion, refuse to hear any labor organization that fails to comply with the provisions of this section in any proceeding being held under this subchapter.

(b) Certified copies of all collective bargaining contracts between employers and labor organizations, and any renewals, or modifications that shall be made of the same, shall be filed with the Board by employers and labor organizations. The Board, in the exercise of its discretion may refuse to hear in any proceeding conducted under this subchapter any employer or labor organization who may be a party to a collective bargaining contract and who has failed to comply with

the provisions of this section.—May 8, 1945, No. 130, p. 406, § 6; Mar. 7, 1946, No. 6 p. 18, § 1, eff. Mar. 7, 1946.

§ 68. Unfair labor practices—Powers of Board to Investigate

(a) The Board shall have power in the manner hereinafter provided, to prevent any person from engaging in any of the unfair labor practices enumerated in section 69 of this title. This power shall be exclusive and shall not be affected by any other method of adjustment or prevention.

(b) The Board shall have the power to conduct a preliminary investigation of all the charges and petitions filed in accordance with the provisions of sections 66 and 70 of this title, for the purpose of determining whether or not further proceedings shall be instituted and hearings held. If in the opinion of the Board, the charge or petition filed justifies the institution of further proceedings, the Board may proceed in its own name as is provided in section 66 or 70 of this title, as the case may be.

(c) For the purpose of all the hearings and investigations which in the opinion of the Board may be necessary and proper for the exercise of the powers granted to it by this subchapter, the Board or its agents or agencies duly authorized shall, at all reasonable times, for the purpose of examining and with the right to copy the same, have access to any evidence of any person under investigation or against whom proceedings have been instituted, which evidence is related to any matter under investigation by the Board or which is in controversy. Any member of the Board shall have the power to issue subpoenas requiring the appearance and statements of witnesses and the production of any evidence related to any matter under investigation or which is in controversy before the Board or before one of its members, agents or agencies that is holding a hearing or conducting an investigation. Any member of the Board or any agent or agency designated by the Board for such purposes, may administer oaths and affirmations, examine wit-

nesses and receive evidence. The said appearance of witnesses and production of evidence may be required from any place in Puerto Rico, to have effect in any place in Puerto Rico designated for the holding of hearings and investigations, according to the provisions of this subchapter.

(d) In the case of a failure or refusal to obey a subpoena issued against any person by the Board or one of its members, any part of the Superior Court of Puerto Rico within whose jurisdiction such person guilty or such failure or refusal may be found, resides or carries on a business shall, upon petition of the Board, have jurisdiction to issue an order against such person requiring him to appear before the Board or before one of its members, agent or agency to produce evidence if he shall be so ordered or to testify concerning the matter under investigation or being heard; and any failure to obey such order of the court may be punished by the same as a contempt of court.

(e) No person shall be excused from appearing and testifying, or producing books, files, correspondence, documents or other evidence in obedience to the subpoena issued by the Board or any of its members, on the ground that the testimony or evidence required of him may tend to incriminate him or subject him to penalty or forfeiture; but no individual may be prosecuted or be subject to penalty or forfeiture for or on account of any transaction, matter or thing concerning which he may be forced, after claiming his privilege against self-incrimination, to testify or produce evidence, except that such individual who so testifies shall not be exempt from prosecution or punishment for perjury committed in so testifying.

(f) Complaints, orders, subpoenas, or other documents of the Board, of any of its members, agent or agency may be served personally or by registered mail or by telegraph or by leaving a copy of the same in the principal office or place of business of the person, employer, or labor organization to be notified. An affidavit of the individual serving the same in which shall be stated the manner of service shall be proof of service and the return receipt from the postal

or telegraph office, as stated above, shall also be proof of service. The witnesses summoned before the Board or before any of its members, agent or agency shall receive the same fees and mileage as are paid to witnesses in the courts of Puerto Rico, and the witnesses whose testimony is taken out of the hearing shall have the right to the same fees that are paid for similar services in the courts of Puerto Rico.

(g) All the process of any court in which a petition may be filed in accordance with this subchapter, may be served in the part of the court in which the person to be served resides or may be found.

(h) The various departments and agencies of the Government shall furnish to the Board, upon request from the same, all the records, documents, and reports they may have in connection with any matter pending before the Board.

(i) The Board is empowered to adopt an official seal. There shall be a presumption of regularity of all orders, communications, subpoenas, decisions, and certifications of the Board which, when issued over said seal, shall be recognized as official documents of the Board.—May 8, 1945, No. 130, p. 406, § 7; Mar. 7, 1946, No. 6, p. 18, § 1; July 24, 1952, No. 11, p. 30, eff. July 25, 1952.

§ 69.—Defined and enumerated

(1) It shall be an unfair labor practice for an employer acting individually or in concert with others:

(a) To interfere with, restrain or exercise coercion upon, or to attempt to interfere with, restrain or exercise coercion upon his employees in the exercise of the rights guaranteed in section 65 of this title.

(b) To initiate, create, establish, dominate, interfere with or attempt to initiate, create, establish, dominate or interfere with the formation or administration of any labor organization, or to contribute financial or other support to the same; Provided, That an employer shall not be prohibited from deducting any sum of money from the salary, earnings or income of an employee for the payment of dues to a labor organiza-

tion when such deduction is required by the terms of a collective bargaining contract entered into between the employer and a labor organization not established, maintained or supported by any action defined in this subchapter as an unfair labor practice, if such labor organization represents a majority of his employees as provided for by section 66(1) of this title in an appropriate unit covered by such contract.

(c) To encourage, discourage or attempt to encourage or discourage membership in any labor organization by discrimination in regard to hiring, firing, or in connection with the tenure or other terms or conditions of employment, including a lockout; Provided, that nothing herein contained prohibits an employer from making an all-union shop contract or a maintenance of membership agreement with any labor organization that has not been established, maintained or assisted by any action defined in this subchapter as an unfair labor practice, if such labor organization represents a majority of the employees in an appropriate unit with authority for collective bargaining.

(d) To refuse to bargain collectively with the representatives of a majority of his employees in a unit appropriate for collective bargaining, subject to the provisions of section 66 of this title.

(e) To bargain or make a collective bargaining contract with a representative for the purpose of collective bargaining who does not represent a majority of the employees in a unit appropriate for collective bargaining.

(f) To violate the terms of a collective bargaining contract, including an agreement to accept an arbitration award whether the same is or is not included in a collective bargaining contract; Provided, however, That the Board may dismiss any charge in which there is alleged a violation of this subsection, if the union that is party to the contract is guilty of a current breach of the contract or has not complied with an order of the Board concerning any unfair labor practice as provided by this subchapter.

(g) To fail to maintain a neutral position before or during any election for the purpose of determining

the representative for collective bargaining of his employees, by interfering with or attempting to influence his employees by making such statements or remarks, and engaging in such conduct as tend to coerce, restrain, discourage or hinder the free exercise by his employees of their right to select a representative for the purpose of collective bargaining according to the provisions of this subchapter.

(h) To discharge or otherwise discriminate against an employee because he has filed charges or given information or testimony under the provisions of this subchapter.

(i) Fail to employ or reinstate to his former position, or, in the event of its nonexistence, to a substantially equivalent position, an employee who has been discharged in violation of subsection (2)(b) of this section.

(j) To discharge or otherwise discriminate against a supervisor because he refuses to assist, participate in or in any other manner engage, directly or indirectly, in activities on behalf of an employer in the commission of an unfair labor practice as defined in this subchapter.

(2) It shall be an unfair labor practice for a labor organization acting individually or in concert with others:

(a) To violate the terms of a collective bargaining contract including an agreement to accept an arbitration award whether the same is or is not included in a collective bargaining contract; Provided, however, That the Board may dismiss any charge in which there is alleged a violation of this subsection if the employer that is a party to the contract is guilty either of a current breach of the contract or has not complied with an order of the Board concerning any unfair labor practice as provided by this subchapter.

(b) To unjustifiably exclude or suspend from the membership of a labor organization any employee in a collective bargaining unit on whose behalf the labor organization has executed an all-union or maintenance of membership agreement. For violation of this sub-

section, the Board may, in its discretion, order the temporary suspension or the permanent termination of such clause of the collective bargaining contract that requires all the employees in said bargaining unit, as a condition of employment, to belong to one sole labor organization or that the members of said organization maintain themselves in good standing as members of the same, during the life of the contract.—May 8, 1945, No. 130, p. 406, § 8; Mar. 7, 1946, No. 6, p. 18, § 1, eff. Mar. 7, 1946.

§ 70.—Power of Board to prevent; Supreme Court proceedings

(1) Charges of the existence of an unfair labor practice may be submitted to the Board for its action in the manner and for the purposes provided by this subchapter.

(a) Whenever it is charged that any person, employer, or labor organization has engaged in or is engaging in any unfair labor practice, the Board, or any agent or agency designated by the Board for such purposes, shall have the power to investigate such charge and cause to be served upon such person, employer or labor organization a complaint in the name of the Board stating the charges in that respect, and containing a notice of hearing before the Board or a member thereof, or before a designated agent or agency, at a place therein fixed, not less than five (5) days after service of said complaint. Any such complaint may be amended by the member of the Board, agent or agency conducting the hearing, or by the Board, in its discretion, at any time prior to the issuance of an order based thereon. The person so complained of shall have the right to file an answer to the original or amended complaint and to appear in person or otherwise and give testimony at the time and place fixed in the notice of hearing. All allegations of any complaint so issued which are not denied shall be deemed admitted and the Board may thereupon make findings of fact and conclusions of law with respect to such undenied portions of the complaint. In the discretion of the member of the Board, agent, or the agency conducting the hearing, or of the Board, any

other person may be allowed to intervene and to present testimony in said proceedings. In any such proceedings the rules of evidence prevailing in the courts of law or equity need not be controlling.

(b) The testimony taken by said member, agent or agency, or by the Board, in the hearings shall be reduced to writing and shall be filed with evidence or hear further argument. If according to all testimony taken, the Board is of the opinion that any person, employer or labor organization named in the complaint has in or is engaging in an unfair labor practice, then the Board shall make its findings of fact and of law and issue its order, and shall cause the same to be served upon such person, employer or labor organization, requiring it to cease and desist from said unfair labor practice and to take such affirmative action as shall effectuate the purpose of this subchapter, including, but not limited to, reinstatement of employees with or without back pay, the posting or transmittal by mail of appropriate notices, and the termination of collective bargaining contracts in whole or in part; or make any other order against such person, employer, party, or labor organizaton, that shall effectuate the purposes of this subchapter. The order may likewise require such person, employer or labor organization to submit a report from time to time showing the extent to which he has complied with the same. If, according to the testimony taken, the Board is of the opinion that none of the persons mentioned in the complaint has engaged in or is engaging in an unfair labor practice, then the Board shall make its findings of fact and shall issue an order dismissing the complaint.

(2)(a) The Board may petition the Supreme Court of Puerto Rico, or, if the Supreme Court is in vacation, the judge siting in vacation, for the enforcement of the order of the Board, and may also ask the said Court to make any other appropriate temporary relief or restraining orders, and it shall certify and file in the court a transcript of the entire record in the proceedings, including the pleadings and testimony upon which such order was entered, and the findings and order of the Board. Upon such filing, the court shall cause notice thereof to be served upon the person to

whom the order is addressed, and thereupon shall have jurisdiction of the proceedings and of the question to be determined therein, and it shall have power to grant such temporary relief or restraining order as it deems just and proper, and shall make and enter upon the pleadings, testimony and proceedings set forth in the transcript, a decree enforcing, modifying and enforcing as so modified, or setting aside in whole or in part, the order of the Board. No objection that has not been raised before the Board or any of its members, agent or agency, shall be considered by the court, unless the failure or neglect to raise such objection be excused because of extraordinary circumstances. The findings of the Board as to the facts, if supported by evidence, shall be conclusive. If either party shall apply to the court for leave to adduce additional evidence and shall show to the satisfaction of the court that such additional evidence is material and that there were reasonable grounds for the failure to adduce such evidence in the hearing held before the Board or any of its members, agent, or agency, the court may order such additional evidence to be taken before the Board or any of its members, agent, or agency and to be made a part of the transcript. The Board may modify its findings as to the facts, or make new findings by reason of additional evidence so taken and filed, and it shall file such modified or new findings, which, if supported by evidence, shall be conclusive, and shall file its recommendations, if any, for the modification or setting aside of its original order. The jurisdiction of the Supreme Court of Puerto Rico shall be exclusive and its judgment shall be final, except that the same shall be subject to review by the full membership of the Supreme Court of Puerto Rico if application was made to a judge of said court sitting in vacation as hereinabove provided.

(b) Any person aggrieved by a final order of the Board granting or denying in whole or in part the relief sought may obtain a review of such orders in the Supreme Court of Puerto Rico, by filing in such court a written petition praying that the order of the Board be modified or set aside. A copy of such petition shall be forthwith served upon the Board, and

thereupon the aggrieved party shall file in the court a transcript of the entire record in the proceedings certified by the Board, including the pleadings and testimony upon which the order complained of was entered, and the findings and order of the Board. The Board shall issue the certified transcript of the proceedings free of all charge or fees when the petitioner is insolvent. Upon such filing, the court shall proceed in the same manner as in the case of an application by the Board under subsection 2(a) of this section, and shall have the same exclusive jurisdiction to grant to the Board such temporary relief or restraining order as it deems just and proper, and in like manner to make and enter a decree enforcing, modifying and enforcing as modified, or setting aside in whole or in part the order of the Board; and the findings of the Board as to the facts, if supported by the evidence, shall in like manner be conclusive.

(c) In order to promote collective bargaining, the Board may, in the exercise of its discretion, aid in the enforcement of arbitration awards issued by competent arbitration agencies, whether designated according to the terms of any collective bargaining contract executed between an employer and a labor organization or by virtue of any agreement signed by a labor organization and an employer. Upon the issuance of an arbitration award, the Board may give advice at the request of any party to such award or may, if requested to do so, file in the name of the party so requesting, the proper judicial proceeding in the Supreme Court of Puerto Rico to enforce such award or arbitration.

(d) The commencement of proceedings under subsection 2(a) or 2(b) of this section shall not, unless specifically so ordered by the court, operate as a stay of the Board's order.

(e) Until a transcription of the record of a case is filed in court, the Board may at any time, upon reasonable notice and in the manner it deems proper, modify or revoke in whole or in part any findings made or order issued by it.

(f) Petitions filed in the Supreme Court of Puerto Rico under this subchapter to enforce the orders of the Board, shall have preference over any civil cause of a different nature pending before said court, and shall be heard expeditiously and if possible within ten days after the filing of the petition.

(g) A substantial compliance with the procedure provided for by this subchapter shall be sufficient to give effect to the orders of the Board, and they shall not be declared inapplicable, illegal or void for any omission of a technical nature.—May 8, 1945, No. 130, p. 406, § 9; Mar. 7, 1946, No. 6, 18, § 1, eff. Mar. 7, 1946.

§ 71. Secretary of Justice and Prosecuting Attorneys as attorneys for Board

Upon request of the Board the Secretary of Justice or the Prosecuting Attorney of the part of the court in which any action is filed, shall appear and act as attorney for the Board in any proceeding either in the Superior Court or Supreme Court.—May 8, 1945, No. 130, p. 406, § 10; Mar. 7, 1946, No. 6, p. 18, § 1; July 24, 1952, Nos. 6, 11, 23, pp. 10, 30, 94, eff. July 25, 1952.

§ 72. Additional sanctions

(a) Any employer found by the Board or by the National Labor Relations Board created by Act of Congress of July 5, 1935, to have committed any unfair labor practice, and who does not comply with an order relating to such practice issued by the Board which made such finding, shall not be entitled (1) to submit any bid upon any contract to which the Government or any political subdivision thereof, or public service enterprise or agency supported in whole or in part by public funds is a party; (2) to receive any franchise, permit or license, or any grant or loan of public funds from the Government, or any political or civil subdivision or public service enterprise or agency of the Government, for the period of one year after the service upon said employer of said order; Provided, That if said order is completely set aside or reversed by a court of competent jurisdiction, no such disabilities or disqualifications shall be enforced.

(b) Every contract to which the Government, or any political or civil subdivision thereof, or public service enterprise or agency of the Government or any agency supported in whole or in part by public funds is a party shall contain provisions that in the event the Board or the National Labor Relations Board finds that the contractor or any of his subcontractors, or the grantee or borrower of public funds, has committed an unfair labor practice and does not comply with the order issued by the Board which made the findings:

(1) No further payments shall be made after such date to the contractor or to any of his subcontractors, or to the grantee or borrower.

(2) The contract or grant or loan may be terminated.

(3) A new contract or contracts may be entered into or open market purchases be made for the completion of the original contract, charging any additional cost to the original contractor; Provided, that if such order is completely reversed or set aside by a court of competent jurisdiction, all monies due the contractor, grantee or borrower from the date of the issuance by the Board of said order shall be paid him.

(c) For the purposes of this section any declaration by the Board or by the National Labor Relations Board that an employer has not complied with an order issued by the Board making such declaration shall be binding, final and conclusive unless such order is reversed or set aside by a court of competent jurisdiction.—May 8, 1945, No. 130, p. 406, § 11; Mar. 7, 1946, No. 6, p. 18, § 1, eff. Mar. 7, 1946.

§ 73. Public records

Subject to reasonable rules and regulations to be made by the Board, the charges, petitions, complaints, transcripts of testimony, decisions and orders relating to proceedings instituted by or before the Board shall be made public records and be made available for inspection or copying.—May 8, 1945, No. 130, p. 406, § 12, eff. May 8, 1945.

§ 74. Right to strike

Nothing in this subchapter shall be construed so as to interfere with, hinder or in any way restrain the right to strike.—May 8, 1945, No. 130, p. 406, § 13; Mar. 7, 1946, No. 6, p. 18, § 1, eff. Mar. 7, 1946.

§ 75. Cooperation of Board with local and federal agencies

In administering this subchapter the Board shall cooperate with similar governmental agencies or call upon other governmental agencies for assistance and may act as an agent of, or jointly with, the National Labor Relations Board.—May 8, 1945, No. 130, p. 406, § 14, eff. May 8, 1945.

§ 76. Penalties

Any person who willfully disobeys, prevents, impedes, or hinders the Board or any of its authorized agents in the performance of their duties in accordance with this subchapter, or who obstructs the holding of any hearing being carried on in accordance with section 66 or 80 of this title, shall be punished by a fine of not to exceed five thousand (5,000) dollars or by imprisonment in jail for a term of not to exceed one year, or by both penalties in the discretion of the court.—May 8, 1945, No. 130, p. 406, § 17; Mar. 7, 1946, No. 6, p. 18, § 1, eff. Mar. 7, 1946."